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Attorneys for Defendants Navient Corporation;  
Navient Solutions, LLC; Earnest, LLC; and The  
Navient Corporation Executive Severance Plan for Senior  
Officers

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

LOUIS BERYL,

Plaintiff,

vs.

NAVIENT CORPORATION, NAVIENT  
SOLUTIONS, LLC, EARNEST, LLC, and the  
NAVIENT CORPORATION EXECUTIVE  
SEVERANCE PLAN FOR SENIOR  
OFFICERS EFFECTIVE MAY 1, 2014

Defendants.

Case No.: 3:20-cv-05920-LB

JOINT SUBMISSION REGARDING  
TRIAL OF ERISA CLAIMS

Hon. Laurel Beeler

1 Plaintiff Louis Beryl and Defendants Navient Corporation, Navient Solutions, LLC, Earnest,  
2 LLC, and The Navient Corporation Executive Severance Plan for Senior Officers (collectively  
3 “Defendants”) submit this Joint Submission Regarding Trial of the ERISA claims asserted by Mr.  
4 Beryl:

5 **I. Standard of Review**

6 The Parties stipulate that the standard of review applicable to Plaintiff Beryl’s claim for the  
7 payment of benefits under ERISA section 502(a)(1)(B) is to be *de novo*. The Parties differ,  
8 however, on the impact of this stipulation on the admissibility of certain proposed trial exhibits.

9 **A. Plaintiff’s Positions**

10 Mr. Beryl understands that Defendants intend to argue that certain trial exhibits are no  
11 longer relevant because Defendants have stipulated to the *de novo* standard of review for the ERISA  
12 claims. Mr. Beryl disagrees. The exhibits in question show Mr. Beryl’s efforts to obtain his  
13 severance benefits (both pursuant to his offer letter and the ERISA plan) and to obtain an  
14 explanation from Defendants as to why they asserted that they had cause to terminate his  
15 employment. They also show Defendants’ explanation for why they believed that they had cause to  
16 terminate Mr. Beryl and Defendants’ non-responsiveness to Mr. Beryl’s assertion of his contractual  
17 rights. These facts are relevant to claims that will be tried to the jury and, as such, should be  
18 admitted.

19 **B. Defendants’ Position**

20 It is Defendants’ position that because the Parties are stipulating to a *de novo* standard of  
21 review on the question of whether Mr. Beryl is entitled to benefits under the terms of the Navient  
22 Corporation Executive Severance Plan for Senior Officers, the documents related to the denial of  
23 his claim and his subsequent appeal of that denial are irrelevant, unfairly prejudicial, unnecessarily  
24 cumulative, and a waste of the Court’s and the Jury’s time. Proposed exhibits 19 through 22, as  
25 well as 34, should, therefore be excluded pursuant to Federal Rules of Evidence 401 and 403.  
26 Defendants intend to file a Motion in Limine on this issue for the Court’s consideration.

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1           **II.     Findings of Fact**

2           The Court has asked the Parties to brief the Court on whether the Jury's factual  
 3 determinations are binding on the Court when it is considering Plaintiff Beryl's claim for the  
 4 payment of benefits under ERISA section 502(a)(1)(B). Based on the Ninth Circuit's holding in  
 5 *Teutscher v. Woodson*, 835 F. 3d 936 (9<sup>th</sup> Cir. 2016), the Parties are in agreement that, with respect  
 6 to common issues of fact, the Court is bound by the factual findings of the Jury.

7  
 8 Dated: October 20, 2022

VENTURA HERSEY & MULLER LLP

9  
 10 By: /S/ Daniel J. Muller  
 11 DANIEL J. MULLER  
 Attorneys for Plaintiff Louis Beryl

12  
 13 Dated: October 20, 2022

JACKSON LEWIS P.C.

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 15 By: /S/ Donald P. Sullivan  
 16 DONALD P. SULLIVAN  
 Attorneys for Defendants

17 4876-2479-8522, v. 1